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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CureIS Healthcare, Inc.,

Plaintiff,

vs.

Epic Systems Corporation,

Defendant.

Case No. 3:25-cv-04108-MMC

**PLAINTIFF'S SEALING STATEMENT IN
RESPONSE TO DEFENDANT'S
ADMINISTRATIVE MOTION TO
CONSIDER WHETHER ANOTHER
PARTY'S MATERIAL SHOULD BE
SEALED**

Judge: Hon. Maxine M. Chesney

1 **I. INTRODUCTION**

2 On July 25, 2025, Defendant Epic Systems Corporation (“Epic”) filed its Administrative
 3 Motion to Consider Whether Another Party’s Materials Should Be Sealed (“Administrative
 4 Motion”) (Dkt. 47) in connection with Epic’s Reply in Support of its Motion to Partially Unseal
 5 CureIS Healthcare Inc.’s (“CureIS”) Complaint (“Epic’s Motion to Unseal Reply”) (Dkt. 46). Epic’s
 6 Administrative Motion incorporates by reference the arguments made in its Notice of Motion and
 7 Motion to Partially Unseal CureIS’s Complaint, which is an improper motion for reconsideration.
 8 See CureIS’s Opposition to Epic’s Motion to Partially Unseal CureIS’s Complaint, Dkt. 42. As
 9 explained in CureIS’s Opposition to Epic’s Motion to Partially Unseal, which is incorporated by
 10 reference to this Sealing Statement, the Court already ruled that Plaintiff CureIS Healthcare Inc.
 11 (“CureIS”)’s confidential customer names should be kept under seal. Dkt. 5. (“[T]he names of its
 12 customers...shall be filed under seal”).

13 As explained in CureIS’s Administrative Motion to File the Complaint Under Seal (Dkt. 38),
 14 and the Declaration of Chris Sawotin, submitted in support of CureIS’s sealing motion (Dkt. 38-1),
 15 the names of CureIS’s customers and the existence of confidential contractual relationships would
 16 harm CureIS’s competitive standing if publicly disclosed. Plaintiff CureIS therefore requests that
 17 the Court maintain partially under seal certain limited information contained in Epic’s Reply in
 18 Support of its Motion to Partially Unseal, filed on July 25, 2025. Dkts. 46, 47-1.

19 This sealing statement concerns largely the same content as CureIS’s May 12, 2015, July
 20 14, 2025, and July 23, 2025 submissions. Dkts. 2, 40, 44. CureIS maintains the same positions and
 21 confidentiality designations. The contractual relationships that Epic induced CureIS’s customers to
 22 breach are confidential in themselves by their contractual terms. Further, CureIS goes to great
 23 lengths to keep the identities of its customers confidential. Dkt. 38-1, Sawotin Decl. ¶ 5. Thus, there
 24 are “compelling reasons” to maintain under seal customer-identifying information in Epic’s Motion
 25 to Unseal Reply. Dkts. 46, 38-1.

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1 **II. ARGUMENT**

2 **A. Plaintiff CureIS Requests to Maintain Under Seal the Following Information**

3 CureIS respectfully seeks to maintain under seal portions of Epic's Motion to Unseal Reply
4 as follows:

5 Sealed Page and Line 6 Number(s) in Epic's Motion 7 to Unseal Reply	8 Reasons for Sealing (Highlighted 9 Portions Only)
10 Page 6, Fn. 4	11 Non-public and commercially sensitive 12 information regarding CureIS's customer 13 relationships and confidential customer 14 contracts
15 Page 7, Lines 8-10, 12	16 Non-public and commercially sensitive 17 information regarding CureIS's customer 18 relationships and confidential customer 19 contracts
20 Page 10, Fn. 10	21 Non-public and commercially sensitive 22 information regarding CureIS's customer 23 relationships and confidential customer 24 contracts

25 If publicly disclosed, the aforementioned information, which includes CureIS's confidential
26 customers' information, could provide competitors with a significant advantage by revealing
27 CureIS's confidential business strategies and customer relationships. Such disclosure would enable
28 competitors to undercut CureIS's pricing, replicate its contractual terms, or target its customers
29 directly, thereby harming CureIS's competitive standing and jeopardizing its customer relationships.

30 **A. The Court Already Granted CureIS's Request to Seal Customer-Identifying
31 Information**

32 On May 13, 2025, the Court granted CureIS motion to seal limited portions of its Complaint.
33 Dkt. 5. In so doing, the Court found that maintaining the confidentiality of non-public contractual
34 relationships "safeguard[s] against competitive harm" and thus "constitute[s] compelling reasons
35 that justify sealing." *Id.* The Court also found CureIS's sealing of customer-identifying information
36 was "narrowly tailored" and as such, ruled that customer-identifying information "shall be filed
37 under seal." *Id.*

1 **B. CureIS Has Already Established A Proper Basis For Sealing**

2 The Court should maintain under seal the identified portions of Epic’s Motion to Unseal
 3 Reply because Plaintiff CureIS has already demonstrated compelling reasons for sealing. CureIS
 4 confirms that the provisional sealing of customer-identifying information in these filings is
 5 consistent with Magistrate Judge Kim’s prior order, which recognized that the identities of CureIS’s
 6 customers constitute confidential business information warranting protection from public
 7 disclosure. *See* May 13, 2025 Order, Dkt. 5 (finding that “the names of its customers” and
 8 “confidential negotiations” constitute “compelling reasons that justify sealing”); *see also*
 9 *Flextronics Int’l USA, Inc. v. Murata Mfg. Co.*, 2019 WL 13554029, at *2 (N.D. Cal. Dec. 16, 2019)
 10 (granting motion to seal “as to confidential customer identities”); *Mezzadri v. Med. Depot, Inc.*,
 11 2015 WL 12564223, at *2 (S.D. Cal. Dec. 18, 2015) (sealing customer lists); *Finjan, Inc. v. Cisco*
 12 *Sys. Inc.*, 2019 WL 4168952, at *2 (N.D. Cal. Sept. 3, 2019) (sealing material revealing proprietary
 13 product functionality). As explained in the Declaration of Chris Sawotin, CureIS’s CEO (Dkt. 38-
 14 1), public disclosure of its customers’ identities and the existence of confidential contractual
 15 relationships could cause significant competitive harm to CureIS and would risk violating its
 16 contractual obligations to those customers. *Id.* ¶ 4, 5.

17 As with CureIS’s initial complaint, Epic’s Motion to Unseal Reply contains CureIS’s
 18 confidential customer identities and reveals the existence and terms of confidential contracts, each
 19 of which qualifies for protection under the “compelling reasons” standard. *See In re Elec. Arts, Inc.*,
 20 298 F. App’x 568, 569 (9th Cir. 2008); *Sumotext Corp. v. Zoove, Inc.*, No. 16-CV-01370-BLF, 2020
 21 WL 836737, at *3 (N.D. Cal. Feb. 20, 2020) (“Closely-negotiated or customer-specific terms are
 22 sealable under Ninth Circuit law, as they could be used by competitors to undercut [CureIS] or by
 23 potential customers to demand more favorable terms in negotiations.”); *Finisar Corp. v. Nistica,*
 24 *Inc.*, 2015 WL 3988132, at *5 (N.D. Cal. June 30, 2015). CureIS maintains the confidentiality of
 25 this information through reasonable measures, including contractual restrictions and internal
 26 security protocols. Sawotin Decl., Dkt. 38-1 ¶ 5. As such, CureIS’s request to maintain under seal
 27 references to confidential customer identities and the existence of confidential contractual
 28 relationships in Epic’s Motion to Unseal Reply should be granted.

1 **III. CONCLUSION**

2 For the foregoing reasons, CureIS respectfully requests that the redacted portions of Epic's
3 Motion to Unseal Reply, identified above, remain under seal.

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5 DATED: August 1, 2025

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8 By _____ /s/ Adam B. Wolfson

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